

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 35 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. R-DEN-70795		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/3/97	
7. ISSUED BY U.S. Department of Housing and Urban Development ASC 3 Contracting Division, 8AACO 633 17th Street, 8th Floor Denver, CO 80202-3607		CODE		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 1 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 2:00 pm local time 8/4/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Mary Ann Geissel, Contract Spec.	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (303) 672-5281, ext 1825
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

I. SERVICES

The contractor shall provide escrow and closing services for the U.S. Department of Housing and Urban Development (HUD) on HUD-owned single-family (1-4 units) properties for the Los Angeles, California HUD Field Office. It is the intent of the Government to award four (4) multiple contracts for the geographic area shown below. The contractor shall provide all services required in this contract.

II. GEOGRAPHIC AREA

The counties of Santa Barbara, San Luis Obispo, Ventura and Los Angeles.

NOTE: CONTRACTOR'S BUSINESS OFFICE MUST BE LOCATED IN THE GENERAL GEOGRAPHIC AREA AND BE ACCEPTABLE TO THE GOVERNMENT TECHNICAL REPRESENTATIVE (GTR) FOR WHICH THE CONTRACT IS AWARDED.

III. MINIMUMS/MAXIMUMS

A minimum of 750 closings for each contract award will be assigned during the initial contract period and each option year. This estimated maximum is based on 4,000 closings for the entire geographic area.

IV. PRICE SCHEDULE

ESCROW AND CLOSING SERVICES	UNIT	UNIT PRICE
INITIAL YEAR	EACH	\$
FIRST OPTION YEAR	EACH	\$
SECOND OPTION YEAR	EACH	\$
THIRD OPTION YEAR	EACH	\$
FOURTH OPTION YEAR	EACH	\$
GRAND TOTAL (ALL YEARS)		\$

NOTE: The contractor shall be responsible for the cost of the wire transfer fees, postage, shipping, delivery costs, and courier costs. The unit prices per closing specified herein shall be inclusive of all costs.

V. THIRD PARTY CLOSINGS

The contractor shall be paid 100% percent of the unit price per Section B.IV. should a sale not close despite the good faith efforts of the contractor.

VI. ABORTED CLOSINGS

Aborted closings are those escrows that the contract has been executed and earnest monies have been deposited at escrow and then subsequently cancelled. Should a sale not close, despite the good faith efforts of the contractor, the contractor shall be paid by HUD, 50% of the unit price per closing set forth in the fee schedule listed in Section B. However, in the case of a rescinded escrow cancellation, the contractor shall be paid at 25% of the unit price since no additional work is necessary except the assignment of a new escrow number.

VII. ADDITIONAL FEES

The contractor may not collect from any party, any fees for services required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in the fee schedule. If the purchaser or purchaser's lender demands additional services, such as title examinations and/or insurance, outside of the contract duties, and such services are performed by the contractor, the contractor must look outside of this contract for payment for those services.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. GENERAL REQUIREMENTS

The contractor shall provide a fully staffed and equipped office, and furnish the necessary services, personnel, training of personnel, material, equipment and facilities for all services in accordance with this contract.

The contractor's office shall be open during the core hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, and shall not be closed on any day that HUD is open. The office shall be staffed on a daily basis with at least one key employee as specified in Section I, Key Personnel.

Closing documents may be signed at the contractor's satellite office (if any), for the convenience of the buyer. All files and records must be maintained at the contractor's main office.

The contractor shall provide daily pick-up and delivery service to the GTR before 10:00 a.m. This service shall be used for all closings, regardless of where they take place. Mailing of the closing packages to HUD is unacceptable. All postage, shipping, delivery and courier costs related to the submission of information (including reports and forms) required by this contract shall be paid by the contractor.

The contractor shall establish, at contractor's expense, a separate non-interest bearing escrow account in the name of the contractor with the restriction "As Trustee for the U.S. Department of Housing and Urban Development". Since it is a matter of individual bank policy rather than a standard operating procedure on the length of time a check is held, most certified/cashier's checks will clear in overnight processing. The escrow account, therefore, shall be established in a bank that gives credit for the deposited check immediately upon clearance, will issue a receipt for the deposit, and which has the capacity to transmit all of the information contained in the SAMS-1103, Request to Wire Transfer Funds (Section J, Attachment 4), in the exact format shown. If at any time the contractor is unable to continue compliance with these requirements, the contractor shall immediately notify the GTR. Such notification shall describe the efforts exerted by the contractor to comply and shall include proposed actions to achieve compliance. **In no case shall the contractor be authorized to earn any interest income (such as escrow account interest float income) on the HUD escrow accounts, as a result of the services provided under this contract.**

The contractor shall maintain such accounting records as are required by the Government and shall give specific answers to questions upon which information is desired from time to time relating to the operation of the contract. At a minimum, accounting records shall include a cash receipts and cash disbursements register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

The contractor shall:

- A. Ensure the sale of all properties assigned to the contract close within the time stipulated by HUD-9548, Sales Contract Property Disposition Program, (Section J, Attachment 2).
- B. Ensure prompt and accurate payment of all closing charges are made.
- C. Ensure the net proceeds of each sale are deposited the day of closing and request is initiated for the wire transfer of the proceeds using SAMS-1103 to HUD's account with the U.S. Treasury on the day of closing or not later than the next banking day;
- D. Ensure the complete closing package is submitted to the assigned Government Technical Representative (GTR) within two (2) business days of closing.

II. COMPUTER REQUIREMENTS

The contractor shall be required to have computer equipment and an Internet address to enable the contractor to communicate electronically with the HUD State Office. Escrow software must have separate escrow trust accounting and the ability to estimate and type final closing statements with Real Estate Settlement Procedure Act (RESPA) requirements.

III. ALLOWABLE CLOSING EXPENSES

The contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at time of closing by the contractor from HUD's sales proceeds.

In the event that sales proceeds are insufficient to pay all allowable expenses, the contractor shall make advance payment for any excess expenses and request reimbursement from HUD (See Section G.II and III).

- A. Closing/Financing Costs. Pay actual closing/financing costs, not to exceed the amount specified in Item 5 of HUD-9548.
- B. Real Estate Broker's Commission. Pay the amount shown in Item 6 of the HUD-9548.
- C. Identify in advance of the scheduled closing any unpaid real estate taxes, liens and homeowner's association fees. Upon approval by the GTR, pay amounts related to these items which are owed by HUD.

NOTE: The closing agent's responsibility is to pay, within the amount specified on Line 5 of the HUD-9548, only legitimate and actual closing and financing costs which are reasonable and customary for the market

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

area, as described in the escrow instructions.

IV. SPECIFIC REQUIREMENTS

- A. HUD will make closing assignments to the contractor through the issuance of the HUD-9548. Orders may be placed in writing or orally by the GTR or other person(s) specifically designated in writing by the GTR (see Section G.I.A). Telephone orders will be confirmed by a written task order within five (5) business days.
- B. Upon receipt of the sales contract from HUD, the contractor will order a preliminary title report.
- C. Upon acceptance of a sales contract, the GTR or designee shall provide the contractor with a closing package consisting of the following:
 - 1. HUD-9548 and any addenda;
 - 2. documentation regarding rents due to HUD when purchaser is HUD's tenant;
 - 3. bulk sales listing, if applicable; and
 - 4. notice of scheduled closing.
- D. The contractor shall complete the following services:
 - 1. Maintain a supply of the following forms:
 - a. Individual Grant Deeds (Section J, Attachment 6);
 - b. HUD-1, and Addendum to HUD-1 (Section J, Attachment 3);
 - c. Lead Based Paint Notice;
 - d. SAMS-1103 and 1106 (Section J, Attachments 4 and 7;
 - e. Request For Extension of Closing Date and Fee Certification (Section J, Attachment 5) and
 - f. Any other forms which may be identified by the GTR or Contracting Officer.

NOTE: Contractor shall obtain the Single Family Acquired Asset Management System (SAMS) forms, authorized for local reproduction, and other forms required in performance of this contract from the GTR. The GTR will provide a photo read original for reproducing at the time of contract award.

- E. Physically represent HUD at closings being conducted by third

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

party closers. Ensure that the fundings received are cashier's or certified check, postal money order or broker's trust account check which has been certified by a bank or trust account made payable to the contractor, and that the HUD-1 is accurate, the proper amount of sales proceeds is deposited within one (1) banking day of closing, the request for wire transfer of the proceeds is initiated, the sales closing package is delivered to the GTR within two (2) business days of closing, and the Deed is scheduled for recordation.

1. Within one (1) business day, establish individual property files and maintain in numerical sequence by escrow order number, (cross-reference by FHA case number, property address and purchaser's name).
2. Coordinate with the GTR, purchaser, broker and, if applicable, the mortgagee, to establish a firm closing date on or before that date specified in item 9 of HUD-9548.
3. Perform a title examination, including the land, judgment and tax records, and any other records which may contain information that affects the title or may reflect a lien, encumbrance or defect on the title, in accordance with Section J, Attachment 9, Specific Instructions For Review of Title Evidence, from the date of the acquisition of the title by the Secretary of HUD until the date the closing package is assigned to the Contractor. Provide the GTR with a Report of Title reflecting the status of the title for the period of the title examination. Follow the directions of the GTR as to the disposition of any defects, liens or encumbrances on the title as reflected in the Report of Title.
4. Order a preliminary title report and forward it to the GTR and mortgagee within four (4) business days of initial assignment. (See Section G.VII.D for any conflict of interest in performing this requirement.)
5. Prepare Deed and escrow instructions within five (5) business days of initial assignment and forward to the GTR for signature. Include advice on any title or tax problem. HUD holds the contractor responsible for accurate preparation of deeds. When Deed has been returned to contractor from HUD, contractor shall notarize deed.
6. Escrow instructions are to be forwarded to the purchaser within five (5) business days of initial assignment.
7. Verify that all rental monies due HUD have been paid outside settlement if the purchaser is HUD's tenant, (includes adverse occupancy penalties). If any due amounts have not been paid, ensure such payment is made prior to title changing hands.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

NOTE: Currently, HUD neither has nor anticipates having rental properties.

8. Explain all closing papers and documents to purchaser, including the signing of loan documents unless otherwise requested by the lender. Contractor shall provide to the purchaser a copy of the Lead-Based Paint Notice.
9. Notify the real estate sales broker, in writing, ten (10) days prior to scheduled closing date of the actual closing date of escrow.
10. Administer requests by the GTR for extensions of the sales closing date. The Request for Extension of Closing Date and Fee Certification, Modification No. 2, must be in writing and accompanied by the full non-refundable fee (cashier's or certified check, postal money order or broker's trust account check which has been certified by a bank or trust account) as required by HUD. Upon receipt of an extension request:
 - a. Complete Part II of the Request for Extension of Closing Date and Fee Certification according to HUD's decision and advise sales broker accordingly.
 - b. If request is denied by HUD, return extension fee to mortgage broker within one (1) business day of HUD's denial, with instructions that sale must close by previously scheduled date.
 - c. At closing, the extension fee is not to be applied to the amount due from purchaser unless sale closes prior to expiration of the extension. In such cases, purchaser is to be credited with any unused portion of the fee, computed on a daily basis.
 - d. Include the full amount of the extension fee on lines 104 and 404 of the HUD-1. If the purchaser is credited with any portion of the extension fee, include the credited amount on lines 206 and 506 of the HUD-1.
11. Upon receipt of notification by HUD that a purchaser has not performed in closing a contract, act upon the disposition of earnest money deposits within one (1) business day.
12. **At Closing:**
 - a. Complete all documents necessary to provide a complete closing including:
 - (1) HUD-1 and Addendum;
 - (2) SAMS 1103; and

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

- (3) Deed, Note and Mortgage, or Deed of Trust, if applicable.
 - b. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit purchaser with appropriate amount.
 - c. Unless payable by HUD, collect recording fees from purchaser and schedule the recording of the deed. Under no circumstances shall the recording of the deed be left to the purchaser or lender.
 - d. Accept only cashier's or certified check, postal money order or broker's trust account check which has been certified by a bank or trust account made payable to contractor;
 - e. From HUD's sales proceeds, pay any allowable expenses identified in Section C which are due and payable at the time of closing. Unpaid property taxes must be prorated and paid at the time of closing. The GTR must be kept informed of these transactions.
- 13. **After Closing:**
 - a. On the day of closing or the next banking day, deposit the sales proceeds using SAMS-1103 and initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by the GTR and Section J, Attachment 4.
 - b. Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1 was wire transferred via FEDWIRE to HUD, using the correct FHA case number and account number. FAX confirmation to the GTR. Notify the GTR of any errors in wire transfers immediately.
 - c. For bulk sales, prepare and forward a listing showing the FHA case number and Section of the Act code, property address, and net sales proceeds for each property included in the sales to HUD. Forward to the Office of Finance and Accounting, ATTN: Real Property Branch, P. O. Box 44813, Washington, D.C., 20026-4813, immediately following closing. A copy of this listing must also be forwarded to the local HUD office with the closing documents.
 - d. Scheduling the filing of the Deed of record is the

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

contractor's responsibility. **Under no circumstances, shall the recording of the Deed be left to the purchaser or lender.**

- e. On the day of closing, notify the following by FAX or telephone (if by telephone, follow up with written notification), and provide the GTR with copies of the notifications:
 - (1) real estate asset manager (REAM);
 - (2) selling broker (unless present at closing);
 - (3) taxing authority(ies);
 - (4) homeowner or condominium association (if applicable); utility companies & law enforcement authorities.
- f. Deliver the closing package to the GTR within two (2) business days of closing. This package must include documents required in Section J, Attachment 1.
- g. Explain and correct any errors or adjustments to the settlement statement as requested by HUD or the purchaser arising after settlement.
- h. Provide to the GTR a Closing Agent Activity Report (Section J, Attachment 8) of all cases assigned to the contractor, divided into four (4) categories:
 - (1) Cases Scheduled for Closing (Current, Closing Date Not Exceeded);
 - (2) Cases Scheduled for Closing (Delinquent, Closing Date Exceeded);
 - (3) Cases Closed During Reporting Week; and
 - (4) Cases Cancelled During Reporting Week.

The report shall be delivered to the GTR before 10:00 a.m. of the first business day of each week. As a minimum, the report shall provide the information as shown in Attachment 8.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Continued)

NOTE: Under no circumstances is an extension beyond four (4) days of the established closing deadline to be granted without HUD's approval. If a case is not closed by the scheduled or extended date, notify the GTR by noting the Closing Agent Activity Status (weekly) report mentioned above.

- i. Maintain a complete record of each closing, keeping all information confidential as directed by the GTR. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records not previously provided to the GTR immediately upon request.

Minimum records to be maintained include:

- (1) bank statements and proof of deposit for special bank account;
 - (2) proof of wire transfer of proceeds;
 - (3) cancelled checks for disbursements, containing the property address and notation of type of expenses (photocopies are acceptable for HUD records);
 - (4) log of all payments, recorded separately, received from HUD, showing FHA case number, date, amount, purpose, and whether payments were made at or outside of closing; and
 - (5) Copies of each recorded document and all documents related to each closing performed;
- j. Provide to the GTR a copy of the reconciled monthly bank statement of the Escrow Account no later than ten (10) business days following statement ending date and a letter affirming the statement has been reconciled. The letter shall also include the number and amount of each check which has been outstanding for longer than 60 days and the efforts put forth by the contractor to clear these checks.
 - k. Title documents: Store title documents (title policy, deed, etc.) that are the property of HUD in a secure cabinet furnished by the contractor; file any additional documents; extract the title document that reflect properties sold and provide to purchaser; and maintain supervision and custody of these records.
 - l. Complete title document files and other HUD property must be returned immediately to the GTR upon request and/or contract termination or completion.

SECTION D - PACKAGING & MARKING

AS 501 ENVIRONMENTALLY SAFE PACKAGING

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

SECTION E - INSPECTION AND ACCEPTANCE

- I. FAR 52.246-04 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)
- II. HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G.I.A or other individual as designated by the Contracting Officer or GTR.

SECTION F - DELIVERIES OR PERFORMANCE

- I. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- II. FAR 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the rate specified below:
 - 1. Delivery of final sales closing package (per day late) \$6.24
 - 2. Compliance with wire transfer procedures as detailed in Section J, Attachment 4, (per day late):

$$\text{Wire Transfer Amount} \times .05 \times \frac{\text{number of days}}{360}$$

NOTE: The percentage rate (5%) cited in the equation above is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (1 TFM 6-8000).

- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

III. PERIOD OF PERFORMANCE

Contract performance shall commence on contract award date, and shall continue for a period of one (1) year with four (4) one-year options available.

IV. HUD will be closed the following days:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
and any other day designated by Federal law, Executive Order or Presidential Proclamation.

SECTION G - CONTRACT ADMINISTRATION DATA

I. HUDAR 2452.237-73 CONDUCT OF WORK (APR 1984) ALTERNATE I (APR 1984)

- (a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is **Ms. Karen Christensen**, or a successor designated in writing by the Contracting Officer.
- (b) The Contractor's work hereunder shall be carried out under the supervision of
**_____.
- (c) The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of nature which: (1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or (5) changes any of the other express terms or conditions of the contract.

****Bidder/Offeror to complete prior to bid submission**

II. AS 1510 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (NOV 96)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.
- (b) Not applicable
- (c) Invoices shall be submitted in an original and one (1) copy to the office identified on the cover page of the contract (SF-26 or SF-33). To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."
- (d) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33.

**

****Bidder/Offeror to complete prior to bid submission**

NOTE: Payment for all services shall be made at the time of the property sales closing from the sales proceeds; except that in cases where such sales proceeds are

inadequate to fully pay the unit price per closing specified in Section B, Paragraph IV, Price Schedule, the Government agrees to pay the contractor the difference. The Government also agrees to reimburse the contractor for any allowable closing expenses paid by the contractor due to insufficient sales proceeds. The contractor will complete SAMS 1106, Invoice Transmittal, for reimbursement (Section J, Attachment 7) as directed by the GTR.

III. INVOICE DUE DATES AND REQUIREMENTS

- A. The contractor shall submit a monthly invoice, an original and one (1) copy, with the SAMS-1106, attached, prepared and signed in **blue ink** to:
- U.S. Dept of HUD, REO Branch
AT&T Center
611 West 6th ST, STE 800
Los Angeles, CA 90017-3127
Attn: Ms. Karen Christensen
- B. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
1. contractor's name, telephone number, and address;
 2. payee account number (Social Security Number or Federal Tax ID Number.);
 3. invoice number and date;
 4. contract number and SAMS Accounting number referenced in Block 21 of the SF-33;
 5. geographic area, property address, zip code and FHA case number; and
 6. Amount of the billing and a total amount for the billing;
 7. Detailed statement of work; and
 8. Original signature of contractor.
- C. Where there are erasures or alterations on an invoice, evidence is required that the alteration was made with the knowledge of the payee. The payee must initial each alteration. Where the payee is a partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the official capacity with the partnership or corporation must be shown. The initials or signature of the payee must be written in permanent ink.

IV. CONTRACT ADMINISTRATION

- A. It shall be the duty of the contractor to obtain the services qualified employees in all instances, and the contractor will be responsible for the actions and omissions of such employees in the performance of the contract. All employees engaged in the performance of the contract shall be hired by the contractor and shall be the employees of the contractor and not employees of HUD.

V. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

- A. **Contracting Officer** - The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; issue final decisions regarding contract questions or matters under dispute. However, he/she may delegate certain other responsibilities to his/her authorized representatives.

NOTE: Any deviation from, change in, or addition to the work requirements must be authorized by the Contracting Officer, in writing, prior to the performance, as stipulated under the changes clause. Failure to adhere to this requirement may result in the contractor performing work for which HUD will not make payment.

- B. **GTR** - The GTR will be responsible for day-to-day monitoring of the contractor's performance. The responsibilities of the GTR include but are not limited to: inspecting the work to ensure compliance with contract requirements, preparing written inspection reports, reviewing payments, conferring with the contractor's employees regarding any problems encountered in the performance of the work and generally assisting the Contracting Officer in carrying out his/her responsibilities. The GTR will be a subordinate of the Contracting Officer.

VI. AUTHORIZED INDIVIDUALS:

The following individuals are the only persons authorized to accept task orders on behalf of the contractor:

NAME	TELEPHONE NUMBER
------	------------------

**

****Bidder/Offeror to complete prior to bid submission**

VII. CONFLICTS OF INTEREST

The following provisions shall govern the contractor's actions under this contract, the violation of which may be cause for immediate termination of this contract. Contract termination shall be in addition to any other rights, remedies, and penalties provided by law or under this contract. None of these provisions are negotiable. The contractor will not:

- A. accept money, favors, gratuities, entertainment or anything of value that might affect or reasonably be interpreted as affecting its impartiality or influencing its contractual action;
- B. accept direct or indirect payments, fees, commissions, compensation or gratuities of any kind as an inducement or acknowledgement of purchases made by the contractor or HUD following the contractor's solicitation;
- C. employ or enter into a contract for the purchase of materials or services from any person, firm or corporation in which it has a direct or indirect interest in the proceeds in which it is to share. This prohibition shall extend to firms in which the contractor's spouse, minor child, dependent, or partner may have financial interests.
- D. If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of work requirement under paragraph 5 above, shall be considered a conflict of interest, and the contractor may not perform either the review of title evidence or the title examination. Contractor shall be responsible for having such work performed according to the plan which was submitted by the contractor, accepted by HUD, and made a part of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I. AS 1310 ADP VIRUS SECURITY

The contractor hereby agrees to make every reasonable effort to deliver ADP-related products to HUD as virus-free. For any hardware, software, or any product provided outright by diskette under this contract, the contractor shall provide the following certification concurrent with delivery of the product:

"The product hereby delivered has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is free of known viruses at the time of submission."

The certification shall be made by an individual authorized to bind the contractor. The software tool and process must be capable of detecting all known viruses. The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract. This clause shall not subrogate the rights of the Government under any other clauses.

II. STATUS OF CONTRACTOR

The contractor is held to be an independent contractor, and is not an employee or agent of HUD.

III. INSURANCE AND PERMITS

The contractor shall comply with all city, county and state codes, laws and ordinances applicable to this work. The contractor shall obtain, at contractor's expense, such permits, certificates and licenses as may be required in the performance of the work specified.

The contractor shall be licensed as an independent escrow agent with the State of the California Department of Corporations.

IV. CRIMINAL LIABILITY

Disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

V. BONDING

California law requires all independent escrow companies, licensed by the State of California Department of Corporations, to maintain a fidelity bond of \$1 to \$5 million depending on company size, and is

provided by mandatory membership with Escrow Agents Fidelity Corporation. In addition, a surety bond between \$25,000 and \$50,000 must be on file. If the contractor is not subject to the automatic bonding requirements of California, the contractor will be covered under HUD's national blanket bond. The attached Exhibit A, Subrogation Agreement (Section J, Attachment 10) must be provided at time of bid submission.

SECTION I - CONTRACT CLAUSES

I. FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-01	DEFINITIONS (OCT 1995)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.214-26	AUDIT AND RECORDS - SEALED BIDDING (OCT 1995)
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS-SEALED BIDDING (OCT 1995)
52.214-28	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1995)
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-08	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
52.223-02	CLEAN AIR AND WATER (APR 1984)
52.223-06	DRUG-FREE WORKPLACE (JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.224-01	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02	PRIVACY ACT (APR 1984)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

52.229-05 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS
OR PUERTO RICO (APR 1984)
52.232-01 PAYMENTS (APR 1984)
52.232-08 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (JUN 1996)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (MAY 1997)
52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS
TRANSFER PAYMENT
(AUG 1996)
52.233-01 DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)
52.233-03 PROTEST AFTER AWARD (AUG 1996)
52.237-03 CONTINUITY OF SERVICES (JUN 1991)
52.242-13 BANKRUPTCY (JUL 1995)
52.243-01 CHANGES--FIXED PRICE (AUG 1987)--ALTERNATE I
(APR 1984)
52.249-04 TERMINATION FOR CONVENIENCE OF GOVERNMENT
(SERVICES) (SHORT FORM) (APR 1984)
52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR
1984)
52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

II. FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only if authorized in the Schedule.

III. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of 1, the Contractor is obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of 75;
- (2) Any order for a combination of items in excess of 100; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

IV. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 120 days after contract expiration.

V. FAR 52.217-08 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may

exercise the option by written notice to the Contractor within the period specified in the Schedule.

VI. FAR 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

VII. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

VIII. FAR 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

- (a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates

of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

IX. HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purpose of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

X. HUDAR 2452.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (APR 1984)

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or

- (2) The Contractor's objectivity in performing the contract work may be impaired.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the Convenience of the Government if it would be in the best interest of the Government.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

XI. HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES AND SEMINARS TO PERSONS WITH DISABILITIES (JUL 1988)

The Contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1972, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

XII. HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Name: ** _____

Title: _____

Telephone: _____

Name: _____

Title: _____

Telephone: _____

****Bidder/Offeror to complete prior to bid submission**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT	1	Contents of a Closing Package (1 page)
ATTACHMENT	2	HUD-9548, Sales Contract Property Disposition Program, (1 page, dated 9-96)
ATTACHMENT	3	HUD-1, Settlement Statement and Addendum to HUD-1 (3 pages, dated 3-86)
ATTACHMENT	4	SAMS-1103, Request to Wire Transfer Funds, (1 page, dated 4/97))
ATTACHMENT	5	Request For Extension of Closing Date and Fee Certification, Modification No. 2, (1 page)
ATTACHMENT	6	Individual Grant Deed (1 page)
ATTACHMENT	7	SAMS-1106, Invoice Transmittal, (2 pages, dated 10/94)
ATTACHMENT	8	Closing Agent Activity Report (Weekly), (1 page, dated 1/92)
ATTACHMENT	9	Instructions for Review of Title Evidence (4 pages, dated 1/94)
ATTACHMENT	10	Exhibit A, Subrogation Agreement, (1 page)
ATTACHMENT	11	SAMS-1111, Payee and Address, (1 page dated 10/94))
ATTACHMENT	12	Standard Form - LLL, Disclosure of Lobbying Activities (4 pages dated 4-94)

For solicitations obtained via the Internet, these forms are available from the Contract Specialist shown in Block 10 of the SF-33.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

- I. FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
- II. FAR 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a(1) through b(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a(1) through a(3) above.

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision b(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs a(1) through a(3) above; and

(iii) As an agent, has not personally participated, and

will not participate, in any action contrary to subparagraphs a (1) through a(3) above.

- (c) If the offeror deletes or modifies subparagraph a(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

III. FAR 52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR
1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

IV. AS 1902 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (MAR 1997)

In accordance with FAR 52.203-11, above:

- ☐ An SF-LLL, Disclosure of Lobbying Activities, is not required.
- ☐ An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

Note: See Section J for SF-LLL attachment

V. FAR 52.204-03 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state or local government;
- ☐ Other. State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

VI. FAR 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) The Offeror certifies:

- (1) to the best of its knowledge and belief, that:
 - (i) The Offeror and/or any of its Principals:
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a

material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

VII. FAR 52.214-02 TYPE OF BUSINESS ORGANIZATION - SEALED BIDDING
(JUL 1987)

The bidder, by checking the applicable box, represents that:

- A. It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- B. If the bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

VIII. FAR 52.214-14 PLACE OF PERFORMANCE - SEALED BIDDING (APR 1985)

- (a) The bidder, in the performance of any contract resulting from this, ☐ intends, ☐ does not intend (check applicable box) to use one or more plant or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraphs (a) above, it shall in the spaces provided below the required information:

(Name & Address of Owner and operator of the plant or facility if other than Bidder)

(Address: Street, City, County, State, Zip Code)

IX. FAR 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6531.
- (2) The small business size standard is \$1.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents and certifies as part of its offer that it
[] is, [] is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

Joint Venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by

one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

X. FAR 52.219-02 EQUAL LOW BIDS (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

- (c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

XI. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contractor subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

XII. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, has not [] developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

XIII. FAR 52.223-01 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, included this paragraph (c), in every nonexempt subcontract.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS
(Continued)

XIV. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

XV. HUDAR 2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT (DEC 1992)

By submitting an offer, the offeror hereby certifies that it is not

owned or substantially owned or controlled by one or more Federal employees.

XVI. HUDAR 2452.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST
CERTIFICATION (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed Government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- a. Result in an unfair competitive advantage to the offeror; or
- b. Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offeror(s) or Bidder(s) possible performance of this procurement.

XVII. HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS
ENTERPRISE
(AUG 1995)

Bidder, Offeror or Supplier certifies that he or she [] is [] is not, (check one) a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operation are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box that is applicable to you)

- | | |
|------------------------|-----------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | |

XVIII. BIDDERS SIGNATURE

By signing below, the bidder certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bid.

**

(Signature and Date)

(typed or printed Name)

(Title)

E-Mail Address

Bidder/Offeror to complete prior to bid submission

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

I. FAR 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (JUN 1988)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full test. Upon request, the Contracting Officer will make their full text available.

52.214-01	SOLICITATION DEFINITIONS - SEALED BIDDING (JUL 1987)
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
52.214-04	FALSE STATEMENTS IN BIDS (APR 1984)
52.214-05	SUBMISSION OF BIDS (MAR 1997)
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)
52.214-09	FAILURE TO SUBMIT BID (JUL 1995)
52.214-10	CONTRACT AWARD - SEALED BIDDING (JUL 1990)
52.214-12	PREPARATION OF BIDS (APR 1984)
52.214-17	AFFILIATED BIDDERS (APR 1984)

II. FAR 52.206-06 CONTRACTOR IDENTIFICATION NUMBER--DATA
UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

(a) *Contractor Identification Number*, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address
- (3) Company telephone number
- (4) Line of business
- (5) Chief executive officer/key manager
- (6) Date the company was started
- (7) Number of people employed by the company
- (8) Company affiliation

(d) Offerors located outside the United States may obtain the location

and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dsisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

**

Insert DUNS number here

****Bidder/Offeror to complete prior to bid submission**

III. FAR 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding four (4) firm-fixed price indefinite quantity contracts resulting from this solicitation.

IV. FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

V. FAR 52.233-02 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Housing & Urban Development
ATTN: Tony Karpowicz, Contracting Officer
Contracting Division, 8AACO
633 17th Street - 8th Floor
Denver, Colorado 80202-3607

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

VI. HUDAR 2452.209-70 ORGANIZATIONAL CONFLICT OF INTEREST
NOTIFICATION (FEB 1987)

- A. It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgment may be biased because of a past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.
- B. Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be

performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections or the organization and how that structure or system would avoid or mitigate such organizational conflict. (Offerors should refer to FAR Subpart 9.5 and HUDAR SubPart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

- C. In the absence of any relevant interests referred to above, the offeror shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.
- D. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.
- E. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.
- F. If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

VII. RESPONSIBILITY SURVEY

At the discretion of the Contracting Officer, a responsibility survey of the firm, including interviews with personnel, may be performed. The Government may conduct responsibility reviews covering employment practices of the contractor.

VIII. INSTRUCTIONS AND CONDITIONS

- A. Each bidder is advised to carefully read all the terms and conditions of this IFB.
- B. In order for the contractor to be responsive, the following must be submitted with the bid:
 - 1. original signed Standard Form (SF) 33. The bidder shall fully completed all the following applicable portions of the SF 33: blocks 12, 13, 14, 15A, 15B, 15C, 16, 17, and 18;

2. fully completed Section B, Unit Bid Price and Schedule Sheet. **Bidder must bid on every line item.;**
3. fully completed Section G;
4. fully completed Section I including resumes of key personnel;
5. fully completed Section K;
6. fully completed Section L;
7. SAMS-1111;
8. Exhibit A, Subrogation Agreement;.
9. completed Bidder/Offeror Qualification. Data supplied should support the statement below:
 - a. Bidder shall possess recent (within the past three (3) years) acceptable experience which demonstrates sufficient knowledge of the escrow closing process and procedure of single family properties.
 - b. Provide four (4) business references, to include name of firm, point of contact and telephone number. References, when checked, should demonstrate experience in the same nature as the solicitation.
 - c. Provide one to three (1-3) financial references to include name of firm, point of contact and telephone number. References, when checked, should demonstrate financial stability.
10. completed SF-LLL, if applicable; and
11. proof of licensing with the Department of Corporations as an independent escrow agent.
12. proof of bonding requirements with the Department of Corporations as required in Section H.V.

IX. FACSIMILE BIDS

Facsimile bids will not be accepted under this solicitation.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS (Continued)

X. SUBMISSION OF BIDS

Before submitting the completed solicitation to the HUD Contracting Division, clearly mark the outside of the envelope with the following statement:

IFB # R-DEN-70795
Attn: Mary Ann Geissel
"DO NOT OPEN"

For hand-delivered bids, please deliver to the following address:

U.S. Department of Housing and Urban Development
Contracting Branch
633 17th Street, 12th Floor
Denver, CO 80202-3607
Attention: Mary Ann Geissel

Upon reaching the 12th Floor Reception Area, the Contract Specialist will need to escort you to the bid opening room. You are cautioned to hand deliver the bid with adequate time to allow for any delay due to building security requirements.

SECTION M - EVALUATION FACTORS FOR AWARD

I. FAR 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

II. FAR 52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

III. EVALUATION OF BID PRICE

A. Bid prices will be evaluated by adding the initial contract period totals to the four (4) option year totals to arrive at an aggregate total.

B. The Government may reject a bid as nonresponsive if it is materially unbalanced as to price for the basic requirement and the option quantities. A bid is unbalanced when it is based on prices significantly less than cost for some items or services and significantly overstated for others.

IV. BASIS FOR AWARD

Awards will be made to the low responsive and responsible bidders based on the total of the initial year and all option years.